

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IN THE MATTER OF THE COMPLAINT
OF FOSS OFFSHORE WIND HOLDINGS,
LLC, AS ALLEGED BAREBOAT
CHARTERER, AND FOSS MARITIME
COMPANY, LLC, AS ALLEGED SUB-
BAREBOAT CHARTERER, OF THE
VESSEL REBEKAH, OFFICIAL
NUMBER 623866, AND HER ENGINES,
MACHINERY, GEAR, TACKLE,
APPAREL AND ALL OTHER
APPURTENANCES, PETITIONING FOR
EXONERATION FROM AND/OR
LIMITATION OF LIABILITY

IN ADMIRALTY

NO. 24-cv-237

**INITIAL ORDER ON COMPLAINT
FOR EXONERATION FROM AND/OR
LIMITATION OF LIABILITY**

On February 21, 2024, Limitation Plaintiffs, Foss Offshore Wind Holdings, LLC (“FOWH”) and Foss Maritime Company, LLC (“Foss Maritime”) (collectively “Limitation Plaintiffs”) filed a Verified Complaint and Petition for Exoneration from and/or Limitation of Liability, pursuant to Rule F of the Supplemental Rules for Certain Admiralty or Maritime Claims of the Federal Rules of Civil Procedure, and 46 U.S.C. § 30501 *et seq.* The Limitation

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LIABILITY - 1
NO.:

LISKOW & LEWIS
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701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
(504) 556-4042 Telephone
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Plaintiffs seek exoneration from and/or limitation of liability in respect any claims arising out of the events and/or incident that occurred on or about May 5, 2023 aboard the M/V REBEKAH, official number 623866 (the “Vessel”) while it was docked at Tradewinds Towing, LLC’s facility in Morgan City, Louisiana.

IT IS ORDERED THAT:

1. Monition. A monition SHALL be issued by the Clerk of this Court to all persons asserting claims with respect to which the Complaint seeks limitation, admonishing them to file their respective claims with the Clerk of this Court in writing, under oath as provided for in the Federal Rules of Civil Procedure, and to serve on, or to mail to, the attorney for the Limitation Plaintiffs a copy thereof on or before June 5, 2024, (the “Default Date”), and requiring any person who desires to contest the right to exoneration from or limitation of liability of Limitation Plaintiffs to file an answer to the Complaint and to serve on or mail to the attorneys of record for Limitation Plaintiffs a copy thereof on or before the aforementioned Default Date.

2. Publication. Limitation Plaintiffs and/or their attorneys SHALL cause notice of the filing of the Complaint to be published in the *Seattle Daily Journal of Commerce* once a week for four successive weeks, as provided by the aforementioned Rule F; and Limitation Plaintiffs SHALL certify to the Court that such publication has been made not later than the aforementioned Default Date.

3. Notice. Not later than the day of the second publication, Limitation Plaintiffs and/or its attorneys SHALL mail a copy of (a) the Monition, (b) Rule F, and (c) this

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Order to every person known to have asserted any claim or filed an action against the Vessel arising out of the events and/or incident that occurred on or about May 5, 2023 aboard the Vessel while it was docked at Tradewinds Towing, LLC's facility in Morgan City, Louisiana.

4. Claims and Objections. Persons with (a) claims arising out of the events and/or incident that occurred on or about May 5, 2023 aboard the Vessel while it was docked at Tradewinds Towing, LLC's facility in Morgan City, Louisiana; or (b) objections to Limitation Plaintiffs' right of exoneration from liability or the right to limitation of liability must file them under oath with the Clerk of this Court and deliver or mail a copy of them to Raymond T. Waid, Liskow & Lewis, 701 Poydras Street Suite 5000, New Orleans, LA no later than the Default Date.

5. Injunction. The filing, commencement, and/or further prosecution of any and all suits, actions, or legal proceedings of any nature, wherever filed and by whosoever made, except in the present limitation proceedings in respect to any claim or demand against Limitation Plaintiffs, any of their property, including but not limited to the Vessel, or their underwriters, arising out of the events and/or incident that occurred on or about May 5, 2023 aboard the Vessel while it was docked at Tradewinds Towing, LLC's facility in Morgan City, Louisiana are hereby STAYED, RESTRAINED, and ENJOINED, unless and until the hearing and termination of this proceeding.

5. Ad Interim Stipulations. The value of the Vessel and pending freight is stipulated not to exceed the aggregate sum of TWO MILLION FIVE HUNDRED THOUSAND

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1 DOLLARS AND NO CENTS (\$2,500,000.00). If any claimant by motion demands that
 2 security be given by Limitation Plaintiffs or be increased on the ground that it is less than the
 3 value of Limitation Plaintiffs' interest in the Vessel and pending freight, the Court will cause
 4 due appraisalment to be made of Limitation Plaintiffs' interest in the Vessel and pending freight
 5 and, if the Court finds that the security is either insufficient or excessive, it shall order its
 6 increase or reduction. If the amounts of said *Ad Interim* Stipulations are not contested by any
 7 claimant, said *Ad Interim* Stipulations shall stand as stipulations for value, and appraisals by a
 8 commissioner will not be required.

10 6. Security. Pursuant to Rule F(1) of the Supplemental Rules for Certain
 11 Admiralty or Maritime Claims of the Federal Rules of Civil Procedure, the Court hereby
 12 ACCEPTS and APPROVES OF, as security, the *Ad Interim* Stipulations and Letters of
 13 Undertaking where FOWH, Foss Maritime, and Steamship Mutual Underwriting Association
 14 Limited agree to pay and satisfy (up to and not exceeding) the aggregate amount of TWO
 15 MILLION FIVE HUNDRED THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS
 16 (\$2,500,500.00), with interest at six (6%) percent per annum, \$500 of said undertaking
 17 constituting security for costs pursuant to Local Admiralty Rule 120(b). Claimants' rights to
 18 move for rejection of this security are preserved.

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Seattle, Washington, this the 6th day of May, 2024.



Jamal N. Whitehead
United States District Judge

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